IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP) JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed, R. Bankr. P. of the transfer, other than for security, of the claim referenced in this evidence and notice.

ILLIOUIDX LLP **BANCA FIDEURAM Spa** Name of Transferee Name of Transferor Name and Address where notices to transferee should be Court Claim # (if known): 51229 sent: Total Claim Amount: \$258,266,052.60 ILLIQUIDX LLP Amount of Claim as Filed with respect to ISIN XS0189294225 : <u>\$ 12,067.84</u> 80 Fleet Street Allowed Amount of Claim with respect to ISIN XS0189294225: \$ 11,543.99 London EC4Y 1EL UNITED KINGDOM Date Claim Filed: 28/10/2009 Attn.: Mr Celestino Amore Email: amore@illiquidx.com **BANCA FIDEURAM SPA** Phone: +44 207 832 0181 Piazzale Giulio Douhet, 31 Last Four Digits of Acct #: N/A 00143 Roma, **ITALY** Name and Address where transferee payments should be sent (if different from above): **PLEASE SEE ATTACHED EXHIBITS**

Bank: CITIBANK NA, NEW YORK

SWIFT: CITIUS33XXX ABA Number: 021000089

A/C No. 36163143

Bv:

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my

knowledge and belief.

Transferee/Transferee's Agent

Date: 1988 2015

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment foe up to 5 years, or both 18 U.S C. \$1152 & 3571.

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

BANCA FIDEURAM SPA

Case No. 08-13555

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 51229 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on 11 FEB 2015.

BANCA FIDEURAM SPA	ILLIQUIDX LLP				
Name of Alleged Transferor	Name of Transferee				
Address of Alleged Transferor:	Address of Transferee:				
BANCA FIDEURAM SpA ILLIQUIDX LLP					
Piazzale Giulio Douhet, 31 00143 Roma, ITALY	80 Fleet Street London EC4Y 1EL UK				
The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court. Date:					

08-13555-mg Doc 48380 Filed 02/20/15 Entered 02/20/15 04:29:34 Main Document Pg 3 of 7

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BANCA FIDEURAM Spa ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to ILLIQUIDX LLP (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 51229 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehmandocket.com as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.



- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 19th day of February 2015.

BANCA FIDEURAM S.P.A.

Name: Emanuele Castro Title: Legal Department

Piazzale G. Douhet 31, Roma 00143, Italy

Attn: Emanuele Castro phone 00390659027565 fax 00390659027211

mail dir-legale@bancafideuram.it

ILLIQUIDX LLP

Name: Celestino Amore Title: Managing Partner

80 Fleet Street London EC4Y 1EL UNITED KINGDOM

phone: 0044 207 832 0181 mail amore@illiquidx.com

Transferred Claims

Lehman Programs Securities to which Transfer Relates

Purchased Claim

0.4125838% of XS018929 filed on 10/28/2009)	4225 = USD 12,06	7.84 of USD 2,9	24,943.78 (i.e. the	e outstanding amount	of XS018929	0.4125838% of XS0189294225 = USD 12,067.84 of USD 2,924,943.78 (i.e. the outstanding amount of XS0189294225 as described in the Proof of Claim dated 10/26/2009 and filed on 10/28/2009)	f Claim dated 10/26/2009 and	
Description of Security ISIN/CUSIP	ISIN/CUSIP	Issuer	Guarantor	Principal/Notion al Amount	Maturity	Accrued Amount (as of Allowed Amount of Claim Proof of Claim Filing Date)	Allowed Amount of Claim Transferred to Purchaser	
Issue of EUR 100,000,000 European Inflation Linked Notes under the U.S.\$25,000,000	XS0189294225	Lehman Brothers Treasury Bv	Lehman Brothers Holdings Inc.	EUR 8,000.00 (equivalent to USD 11,320.80)	23/04/2014 EUR 527.91 (equivalent tuning USD 747.04)	EUR 527.91 (equivalent to USD 747.04)	USD \$ 11,543.99	

Lehman Broth		sing Center	PRO	CURITIES PROGRAMS OOF OF CLAIM
	ers Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	File	cd: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000051229
based on Le	orm may not be used t lunan Programs Secur lehman-docket.com as	o file claims other than those ties as listed on of July 17, 2009		0000051229
Banca Fic	leuram S.p.a.	and address where notices should be s	ent if different from	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number:
00163 Ro	Giulio Douhet, 31 ma, Italy +390659022188	#:n la - a la O C 1		(If known) Filed on:
Telephone num Name and addr	iber: En	dir-legale@fideu nail Address: ne sent (if different from above)	ram.it	
		27		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone num		ail Address:		e the amount owed under your Lehman
Amount of Cla Check this Check this Check this Check this Provide the this claim with rwhich this claim International S Provide the Cappropriate (eac from your account than one Lehman relates.	a schedule with the claim a inn: \$ 258,266,052. box if the amount of claim international Securities Identification Number relates. ecurities Identification Number Blocking Number a "Blocking Number") for tholder (i.e. the bank, brown Programs Security, you make the schedule of the sc	mounts for each Lehman Programs Se (Required) PLI includes interest or other charges in actification Number (ISIN) for each Lehman Programs Security, you may attain the programs Security. PLI Imber (ISIN): Tumber, a Euroclear Bank Electronic In reach Lehman Programs Security for each Lehman Programs Security each Lehman Programs each Lehman each Lehman Programs each Lehman ea	curity to which this claim relication to the principal amount channan Programs Security to such a schedule with the ISINs (Required) Reference Number, or other of which you are filing a claim, rities on your behalf). If you a Numbers for each Lehman is the security of the security of the security to see the security to see a schedule with the ISINs (Required).	TTACHED ANNEX at due on the Lehman Programs Securities, which this claim relates. If you are filing for the Lehman Programs Securities to TTACHED ANNEX lepository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim
number:				other depository blocking reference TACHED ANNEX
-		(Required)		
accountholder (i. numbers.	e. the bank, broker or other	entity that holds such securities on you	ur behalf). Beneficial holder rstream Bank S. A	r Lehman Programs Securities for which participant account number from your s should not provide their personal account account number 24355
Accountholders	Euroclear Bank, Clearstr	eam Bank or Other Depository Part	ticipant Account Number:	account number 24555
5. Consent to Eu	troclear Bank Clearetron	Required)		
disclose your ider reconciling claim	ntity and holdings of Lehma s and distributions.	n Bank or Other Depository: By fil d. Euroclear Bank. Clearstream Bank in Programs Securities to the Debtors	or other depository to for the purpose of	FILED / RECEIVED
Date.	number if different from t	ing this claim must sign it. Sign and p son authorized to file this claim and st he notice address above. Attach topy o	ata addrace and salastina.	OCT 2 8 2009
10/26/2009	CEO Matteo	Colafrancesco 🗸 🗸	11.	EPIQ BANKRUPTCY SOLUTIONS, LLC
remaily	joi presenting fraudulent c	aim: Fine of up to \$500,000 or impris	somment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571